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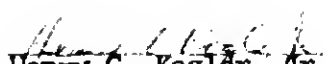
AGREEMENT  
BETWEEN THE  
LOPATCONG BOARD OF EDUCATION  
AND THE  
LOPATCONG EDUCATION ASSOCIATION  
THE COUNTY OF WARREN, NEW JERSEY


JULY 1, 1978 - JUNE 30, 1979

LIBRARY  
Institute of Management and  
Labor Relations

NO 1: 1978,

RUTGERS UNIVERSITY,

  
Henry C. Kogler, Jr.  
President  
Lopatcong Board of Education

  
John Evans  
President  
Lopatcong Education Association

LOPATCONG TOWNSHIP SCHOOL  
AGREEMENT BETWEEN  
THE BOARD OF EDUCATION  
and  
THE LOPATCONG EDUCATION ASSOCIATION

ARTICLES

- |  |   |
|--|---|
| I Teacher Assignments                                      | X Insurance Protection                            |
| II Non-Teaching Duties                                     | XI Grievance Procedure                            |
| III Sick Leave   | XII Personnel Files                               |
| IV Professional Development and<br>Educational Improvement | XIII Savings Clause                               |
| V Preparation Time   | XIV Homebound Instruction and<br>Federal Programs |
| VI Salaries  | XV Mileage Reimbursement                          |
| VII Salary Guide   | XVI Maternity Leave                               |
| VIII Instructional Council                                 | XVII Special Services Personnel                   |
| IX Temporary Leave of Absence                              | XVIII Study Leaves                                |

This Agreement shall become effective July 1, 1978 and remain in full force and effect until midnight, June 30, 1979.

The Board of Education hereby recognizes the Lopatcong Education Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel under this contract, but excluding the following: Administrative Principal, Assistant Administrative Principal, Psychologist, and Teacher Aides.

"Unit" - All personnel under this contract, except exclusions stated above.

"Association" - Lopatcong Education Association.

"Board" - Lopatcong Board of Education.

Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined and references to male teachers shall include female teachers.

Except as amended herein, all previously negotiated Agreements between the Lopatcong Township Board of Education and the Lopatcong Education Association shall remain in effect.

## ARTICLE I

### TEACHER ASSIGNMENTS

Teachers who desire a change in grade or subject assignment or who desire to transfer to another building for the forthcoming year, may file a written statement of such desire with the Administrator not later than April 30th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, in order of preference. The final determination of the request will be at the sole discretion of the Board of Education, and final determination will not be subject to the "Grievance Procedure".

## ARTICLE II

### NON-TEACHING DUTIES

- A. As a part of their professional assignments, teachers are responsible for supervision and discipline of students from the time they arrive at school until they depart. A half hour duty-free lunch period shall be provided in accordance with law.
- B. Continue machine scoring of tests that are presently machine scored. New tests which have a machine scoring feature or an easier scoring method shall be reviewed with regard to relative cost at the time.
- C. When possible an effort will be made to have clerical help, which have been approved and/or are under the employ of the Lopatcong Board of Education, to record personal family histories in the file folders of Kindergarten students.

## ARTICLE III

### SICK LEAVE

- A. All Unit members will be granted ten (10) cumulative sick days per year of employment with Lopatcong Township Schools.
  - 1. If two (2) personal days are not used, one (1) of these days may be added to the ten (10) cumulative sick days.
- B. All certified teachers moving from any public school system directly into Lopatcong Township System will be granted credit for accumulated sick days as follows:
  - 1. Twenty (20) percent of accumulated sick days up to a maximum of twenty (20) days.
  - 2. All such computed days will be rounded off to the nearest whole day.
  - 3. Certification of accumulated sick days from previous employer is required.
- C. Teachers will be allowed a maximum of forty-six (46) additional non-cumulative sick days at a rate of pay equal to the difference between the teacher's pay and the substitute's pay. The Board reserves the right to review each case separately and make the final decision.
- D. All teachers absent due to illness exceeding five (5) consecutive days may be required to furnish to the Administrator a certificate from a Medical Doctor.

## ARTICLE IV

### PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

#### A. Reimbursement for College Credits:

1. Graduate credits must be in the field of Education or related to the subject being taught. The Administrator has the power to determine and approve if the graduate credits are in the field of Education or related to the subject being taught.
2. No courses will be accepted which are taken to satisfy deficiency lists for certification.
3. Credits are reimbursable upon successful completion of the course. A maximum of four-hundred twenty dollars (\$420) reimbursement will be allowed per teacher per year. (July 1 - June 30).
4. Before reimbursement is considered, the teacher must submit a transcript of copy of the course with a grade not less than a 'C'.
5. Proper application forms must be submitted and filed in the Principal's office as an initial step.
6. Reimbursement will be given only in the year in which the course registration was completed. (July 1 - June 30).

#### B. Workshop and Curriculum Development

1. The Board will continue to pay the full cost of tuition and other "reasonable expenses" (including fees, meals as served at workshop sessions, lodging and/or transportation) incurred by the teachers who attend such sessions, other than in-school sessions, in connection with any workshops, conferences, in-service training sessions, or other such sessions which a teacher is required to attend by the Principal and/or the Lopatcong Board of Education.
2. Teachers required to attend workshops, doing curriculum development or other educational improvement programs not held on regularly scheduled days shall in addition to #1. above be reimbursed at the rate of 1/200th of their annual salary for each day of work or 1/400th for each half ( $\frac{1}{2}$ ) day of work.
3. If meals are not served, as stated in #1. and #2. above, a maximum of three dollars (\$3) per lunch will be reimbursed to the teacher.

#### C. N.J.E.A. Convention:

1. Teachers attending convention shall be reimbursed at the rate of ten dollars (\$10) for personal expenses and twenty dollars (\$20) for curriculum materials. Total reimbursement for two (2) days of personal expenses shall be ten dollars (\$10).
2. Any teachers driving shall receive 10¢ per mile traveling expenses from the school to Atlantic City and return.
3. The Administrative Principal, may at his discretion periodically request reports from teachers attending the convention relative to the educational significance to our district of conferences attended and/or materials reviewed which were on display. When appropriate, he may suggest that teachers going to the convention, attend conferences which may be of value to the district.

ARTICLE V

PREPARATION TIME

- A. A teacher shall not be required to remain in the classroom when a special teacher, on the regular school staff is conducting the class. This release time shall be considered preparation and conference time. This, however, does not apply, if the specialist from another school district, industry, or any other area, trained or not in the handling of children, is conducting or appearing before the class.
- B. An effort will be made to obtain qualified substitutes for absent teacher specialists, such as music, physical education, provided notice is given prior to 7:00 A.M. of the day of absence.

## ARTICLE VI

### SALARIES

A. Teachers may individually elect, no later than the first week in September, to have not more than twenty percent (20%) of their gross salary deducted from their pay. By signed authorization the teacher may exercise one of the following options for payment of the amounts deducted on his behalf:

1. One half ( $\frac{1}{2}$ ) of the amount deducted to be paid to him on July 15th and the remaining half ( $\frac{1}{2}$ ) to be paid to him on August 15th.
2. The total amount deducted to be paid to him on the final pay date in June.
3. The total amount deducted to be deposited with the Tri-Co Federal Credit Union.

Only one of the above options may be exercised and the teacher may not change his authorization during the school year. The authorization for payroll deductions shall state that the teacher agrees to indemnify and save the Board of Education harmless in the event of any claim, loss or suit arising as a result of deductions made by the Board in accordance with #3. above.

- B. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
- C. Teachers shall receive their final checks on the last working day in June.
- D. The Board of Education will allow two (2) different Tax Shelter Annuity Plans to be handled through the Board Secretary. There are to be no changes within the school year.



# ARTICLE VII

## SALARY GUIDE - 1978 - 1979

|     | <u>B.A.</u>      | <u>B.A.+15</u> | <u>B.A.+30</u> | <u>M.A.</u> | <u>M.A.+15</u> | <u>M.A.+30</u> |
|-----|------------------|----------------|----------------|-------------|----------------|----------------|
| 1.  | 10,200<br>(300)  | 10,500         | 10,800         | 11,100      | 11,400         | 11,600         |
| 2.  | 10,500<br>(400)  | 10,800         | 11,100         | 11,400      | 11,700         | 11,900         |
| 3.  | 10,900<br>(400)  | 11,200         | 11,500         | 11,800      | 12,100         | 12,300         |
| 4.  | 11,300<br>(450)  | 11,600         | 11,900         | 12,200      | 12,500         | 12,700         |
| 4½* | 11,525           | 11,825         | 12,125         | 12,425      | 12,725         | 12,925         |
| 5.  | 11,750<br>(450)  | 12,050         | 12,350         | 12,650      | 12,950         | 13,150         |
| 5½* | 11,975           | 12,275         | 12,575         | 12,875      | 13,175         | 13,375         |
| 6.  | 12,200<br>(450)  | 12,500         | 12,800         | 13,100      | 13,400         | 13,600         |
| 6½* | 12,425           | 12,725         | 13,025         | 13,325      | 13,625         | 13,825         |
| 7.  | 12,650<br>(450)  | 12,950         | 13,250         | 13,550      | 13,850         | 14,050         |
| 8.  | 13,100<br>(500)  | 13,400         | 13,700         | 14,000      | 14,300         | 14,500         |
| 9.  | 13,600<br>(500)  | 13,900         | 14,200         | 14,500      | 14,800         | 15,000         |
| 10. | 14,100<br>(500)  | 14,400         | 14,700         | 15,000      | 15,300         | 15,500         |
| 11. | 14,600<br>(600)  | 14,900         | 15,200         | 15,500      | 15,800         | 16,000         |
| 12. | 15,200<br>(1000) | 15,500         | 15,800         | 16,100      | 16,400         | 16,600         |
| 13. | 16,200           | 16,500         | 16,800         | 17,100      | 17,400         | 17,600         |

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Longevity: \$250 at 15th year and \$250 every 5th year thereafter.

Teachers at step #13 and above on the 1977-78 salary guide will receive a \$1000 increase

\*Calculation for teachers between steps on the Guide

## ARTICLE VIII

### INSTRUCTIONAL COUNCIL

#### A. Purpose:

An Instructional Council shall be established and shall meet no later than September 30th. The purpose of the Council shall be to strengthen the Educational Program through recommendations, research, implementation, and evaluation by the Board of Education and the Association, to best meet the needs of the students, the schools, and the community.

#### B. Membership:

The Council shall consist of three (3) representatives appointed by the Board of Education, three (3) representatives appointed by the Education Association, and the Administrator. The Administrator is a non-voting member.

#### C. Meetings:

The Council shall meet at least four (4) times each year.

## ARTICLE IX

### TEMPORARY LEAVES OF ABSENCE

#### A. Types of Leave:

As of the beginning of the 1977-78 school year, teachers shall be entitled to the following temporary non-- cumulative leaves of absence with full pay each school year.

##### 1. Personal:

Two (2) days' leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Administrator for personal leave shall be made at least five (5) days before taking such leave (except in case of emergency). The applicant for such leave shall be required to state the reason for taking such leave if the day is immediately before or after a vacation period. The Administrator has the authority to grant or not grant such leave.

##### 2. Death:

Up to five (5) days in the event of death of the teacher's parent, spouse or child. Up to three (3) days in the event of death of the teacher's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law and any other member of the immediate household. Teachers shall be granted one (1) day in the event of death of a teacher's relative outside the immediate family as defined above.

#### B. Good Cause:

Other leaves of absence with or without pay may be considered by the Board.

#### C. In Addition to Sick Leave:

Leaves taken pursuant to Section A. above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE X

INSURANCE PROTECTION

- A. As of the beginning of the 1978-79 school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher in cases where appropriate for family-plan insurance coverage.

1. Provisions of Coverage and Carrier:

Provisions of the health-care insurance program shall be detailed in:

- a. Penna. Blue Cross "All Service Plan".
- b. Penna. Blue Shield "100 Plan"
- c. Penna. "Major Medical Plan"
  - 1. extend major medical coverage to \$50,000
- d. Coverage will be extended to dependant children who are full time students up to age 23.

## ARTICLE XI

### GRIEVANCE PROCEDURE

#### A. Definitions:

1. "Unit" refer to preamble.
2. "Association" refer to preamble.
3. "Board" refer to preamble.
4. A "grievance" shall mean a complaint by a Unit member alleging, a violation, misinterpretation or inequitable application of established policy or administrative decision governing or affecting him or of any of the provisions of this agreement. The term "Grievance" shall not apply to any matter which: (a) a method of review is prescribed by law or State Board of Education rule, or (b) is contrary to law or the rules of the State Department of Education, or (c) a complaint of a non-tenure teacher which arises due to non-renewal of contract, only if it pertains to violation of Article 12.

#### B. Purpose:

1. The purpose of the grievance procedure is to secure at the lowest level, solutions to the grievance presented. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any Unit member having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement and that the Association has been given the opportunity to be represented at such adjustment.

#### C. Procedure:

##### 1. Level One:

A Unit member with a grievance shall first discuss it with the Administrator within ten (10) school days after the grievable action occurred, after then either directly or through the Association, with the objective of resolving the matter informally.

##### 2. Level Two:

If the party filing the grievance is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, he may file the grievance in writing with the Association. Within five (5) school days after receiving the written grievance the Association may refer it to the Board, if, in the opinion of the Association, the grievance has merit.

ARTICLE XI Continued.....

3. Level Three:

Within fifteen (15) days after receiving the written grievance the Board shall review the case and, at the next scheduled Board meeting render a written decision.

4. Level Four:

The Association may, within five school days inform the Board that advisory arbitration is being evoked.

Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound to the rules and procedures of American Arbitration Association in the selection of an arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision for settlement not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues submitted. The arbitrator shall be without power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board of Education and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Miscellaneous:

1. The time limits specified at any level may be extended by mutual agreement.
2. All Unit members will continue under the direction of the Administrator regardless of the pendency of any grievance, until such grievance is properly determined.

ARTICLE XII

PERSONNEL FILES

- A. No derogatory material shall be placed in a teacher's file unless the teacher has had an opportunity to read it. The teacher may file an answer to any such material. The teacher shall sign the material to indicate he had read it.
- B. A teacher may, upon request, inspect the contents of his personnel file except that no confidential information, such as pre-employment material, shall be made available to the teacher.

ARTICLE XIII

SAVINGS CLAUSE

- A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.



ARTICLE XIV

HOMEBOUND INSTRUCTION AND FEDERAL PROGRAMS

A. Homebound Instruction:

"Unit" members who participate in Homebound Instruction shall be reimbursed at the minimum rate of nine dollars (\$9.00) per hour for instruction time in addition to a minimum rate of nine dollars (\$9.00) per hour for one hour of planning time per week.

All possible positions for homebound instruction shall be offered to Unit members first.

B. Federally Funded Programs:

Unit members hired for federally funded programs shall be paid at the rate of nine dollars (\$9.00) per hour. Provided that federal funding remains at current levels.

Other individuals shall be paid at individually contracted rates. In addition, all other benefits shall be provided as mandated by the New Jersey State Dept. of Education.

ARTICLE XV

MILEAGE REIMBURSEMENT

- A. Teachers engaged in school related activities which involves the use of the teacher's car shall be reimbursed at the rate of 15¢ per mile providing the activities have had prior approval by the Administrator and/or the Board of Education and are a part of Board policies.

## ARTICLE XVI

### MATERNITY LEAVE

The Board shall grant maternity leave without pay to any teacher upon request subject to the following stipulations and limitations and consistent with state laws and commissioner's decisions.

A. The Board may remove any pregnant teacher from her teaching duties on any one of the following basis:

1. Her teaching performance substantially declines from period preceding pregnancy.
2. Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if:
  - a. The pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching, or
  - b. The Board's physician concludes that she is unable to continue teaching; however, if the decision of the Board's physician is in conflict with that of the teacher's physician, a third physician shall be consulted and his decision shall be final. The cost of the third physician shall be paid equally by the Association and the Board.

B. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in NJSA Title 18A:30-1 et seq.

C. Any tenured or non-tenured teacher seeking such leave shall apply to the Board thirty (30) school days prior to the beginning of leave. At the time of application the teacher shall specify in writing the date she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require any teacher to produce a certificate from a physician in support of the requested dates. The physician's certification is subject to agreement by the Board's physician; however, if the decision of the Board's physician is in conflict with that of the teacher's physician, a third physician shall be consulted and his decision shall be final. The cost of the third physician shall be paid equally by the Association and the Board. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested dates upon finding that the grant of a leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school. Following the grant of such leave to any teacher, the commencement and termination dates may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extension or reduction shall be granted, but the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change is not medically contra-indicated. The Board may require any teacher to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician; however, if the decision of the Board's physician is in conflict with that of the teacher's physician, a third physician shall be consulted and his decision shall be final. The cost of the third physician shall be paid

ARTICLE XVI - Maternity Leave Continued.....

equally by the Association and the Board.

D. Upon return from a maternity leave of absence, the teacher shall be reinstated in her same position for which she is certified. However, if a position on her grade level is eliminated, the reinstated teacher will be assured of equal consideration for any change in staff placement. The final determination will be at the sole discretion of the Board of Education.

E. The Board is under no compulsion to continue the employment of non-tenure employees beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The maternity leave period shall not be counted for tenure purposes.

F. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The teacher will be granted a full salary guide step if she works more than ninety (90) days. However, if she works less than ninety (90) days there shall be no advancement on the salary guide.

G. The maximum length of time a teacher shall be entitled to have maternity leave shall not exceed 15 months from the beginning of such leave. The teacher shall be allowed to return during the school year.

## ARTICLE XVII

### SPECIAL SERVICES PERSONNEL

Addendum to Teacher's Contract for Special Services Personnel Only.....

#### A. Working Hours

1. 8:00 A.M. - 3:00 P.M.
2. 1/2 hour for lunch
3. The Board reserves the right to make adjustments in the above working hours relative to specific disciplines as the program deems necessary within the framework of six and one-half (6½) hours, and between the hours of 8:00 A.M. and 5:00 P.M.

#### B. Benefits

1. Statutory benefits plus Blue Cross and Blue Shield will be pro-rated.

#### C. Mileage Reimbursement

1. Mileage (15¢ per mile) will be paid, from the Lopatcong School to the designated location and return to the school, when approved by the administrator.

ARTICLE XVIII -

STUDY LEAVES

A. Purpose:

A leave shall be granted to a teacher by the Board for study in the field of education or study in a field related to the subject being taught or for reasons the Board decides shall be of value to the school system.

B. Conditions:

Study leave shall be granted subject to the following conditions:

1. Number of teachers -

If there are sufficient qualified applicants study leaves shall be granted to a maximum of one (1) teacher at any one time. If more than one (1) teacher applies for study leave in any one year, requests will be honored on the basis of seniority.

2. Length of Time -

No more than one (1) full year's study leave shall be granted during any given budget year.

3. Requests -

Requests for study leave must be received by the principal in writing, in such form as may be mutually agreed on by the Association and the principal, no later than January 1, and action must be taken not later than February 1, of the school year preceding the school year for which the study leave is requested.

4. Minimum time to qualify -

The teacher has completed at least seven (7) full school years of service in the Lopatcong Township School District.

5. Pay -

A teacher on study leave shall continue to receive medical coverage and life insurance benefits paid for by the Board.

6. Return -

Upon return from a study leave, a teacher shall be assigned to a position commensurate to the one he or she last held. The teacher shall return to the district for a time equal to the length of the leave.